

County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION LOS ANGELES, CALIFORNIA 90012 (213) 974-1101 http://ceo.lacounty.gov

January 29, 2008

Board of Supervisors GLORIA MOLINA First District

YVONNE B. BURKE Second District

ZEV YAROSLAVSKY Third District

DON KNABE Fourth District

MICHAEL D. ANTONOVICH Fifth District

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

DEPARTMENT OF HEALTH SERVICES: APPROVAL OF TWO AMENDMENTS
WITH FAR EAST LANDSCAPE AND MAINTENANCE COMPANY
(SUPERVISORIAL DISTRICTS 2 AND 5)
(3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Chair to sign Amendment No. 1 to Proposition A (Prop A) Landscape Maintenance Services Agreement No. 75099 (Exhibit I) with Far East Landscape and Maintenance Company, Inc. (Far East) to add a new service site for landscape maintenance services at Martin Luther King, Jr. Multi-service Ambulatory Care Center's (MLK MACC) Oasis Clinic, and increase the yearly maximum allocation by \$5,550, from \$169,764 to \$175,314, effective upon Board approval through September 30, 2009.
- 2. Approve and instruct the Chair to sign Amendment No. 1 to Prop A Landscape Maintenance Services Agreement No. 75100 (Exhibit II) with Far East to add additional service sites for landscape maintenance services at Mid Valley Comprehensive Health Center (MVCHC) and San Fernando Health Center (SFHC), and increase the yearly maximum allocation by \$11,470, from \$75,482 to \$86,952, effective upon Board approval through September 30, 2009.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will provide for the necessary landscape and maintenance services for the Oasis Clinic, MVCHC and SFHC.

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The Department of Health Services (Department or DHS) has determined that the increase in landscape maintenance services remains cost effective. See Attachments B and C.

FISCAL IMPACT/FINANCING

The incremental cost for Amendment No. 1 to Agreement No. 75099 for landscape and maintenance services at the Oasis Clinic, effective upon Board approval through September 30, 2009, is \$5,550, increasing the yearly allocation from \$169,764 to \$175,314.

The incremental cost for Amendment No. 1 to Agreement No. 75100 for landscape and maintenance services at MVCHC and SFHC, effective upon Board approval through September 30, 2009, is \$11,470 (consisting of \$7,230 for MVCHC and \$4,240 for SFHC), increasing the yearly allocation from \$75,482 to \$86,952.

Funding is included in the Department's Fiscal Year (FY) 2007-08 Final Budget and will be requested in future fiscal years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Department has contracted for landscape maintenance services under provisions of County Code 2.121.250 et seq, "Contracting with Private Businesses" (Prop A) since July, 1983. Landscape maintenance services include but are not limited to: maintenance of turf, ground cover, shrubs and trees, renovation of turf and ground cover areas; pruning of trees and shrubs; weed, disease, pest and rodent control; and the operation and maintenance of irrigation systems.

On September 28, 2004, as a result of a Request for Proposals (RFP) solicitation process, the Board approved Agreement Nos. 75099 and 75100 with Far East for the provision of contract landscape maintenance services at Martin Luther King, Jr., Drew Medical Center (now MLK MACC) and Olive View-UCLA Medical Center (OVMC), respectively, both effective October 1, 2004 through September 30, 2005, with provisions for automatic yearly renewals through September 30, 2009, and delegated authority to extend the term for an additional six months through March 31, 2010.

Agreement No. 75099

In January 2007, the Oasis Clinic was relocated to 1807 120th Street, Los Angeles, California, from MLK MACC's Lot C. The Oasis Clinic is now adjacent to the MLK MACC campus and provides comprehensive HIV/AIDS medical care and outpatient

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services to underserved communities of South Los Angeles. This new location for the Oasis Clinic was not included as a service site under the current Landscape Maintenance Services Agreement No. 75099, since the clinic's relocation occurred after contracted services for landscape maintenance began at MLK MACC. Minimal landscape services were provided by MLK's facility management for the opening of the clinic in March 2007. Additional landscape and maintenance services have been provided through purchase orders while the Amendment to add the Oasis Clinic to Agreement No. 75099 was completed.

Agreement No. 75100

Landscape and maintenance services are currently being provided at MVCHC and SFHC through a purchase order (PO) with M&M Landscaping and were not included in the earlier RFP. Although there is still room under the PO limit for MVCHC and SFHC to continue receiving the services via the PO, the Department has determined that the services for MVCHC and SFHC should be consolidated under the OVMC Agreement with Far East, since MVCHC and SFHC are under OVMC's budget.

Landscape maintenance services fall under Prop A guidelines and are subject to the provisions of the County's Living Wage Program. Far East is exempt from the Living Wage Program as a small business as defined under the Living Wage Ordinance.

The recommended Amendments include the latest Board-mandated contract language.

The Agreements may be terminated by the County with a 30 day written notice to Contractor.

County Counsel has approved the attached Amendments, Exhibits I and II, as to form.

Attachments A through C provide additional information.

CONTRACTING PROCESS

An RFP solicitation process for the provision of landscape maintenance services at Martin Luther King Jr., Drew Medical Center (now MLK MACC) and OVMC was released in July 2003. The solicitation process was completed in September 2004. Far East received the highest score in the re-evaluation process.

It is not appropriate to advertise Amendments on the Los Angeles County Online Website.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will provide for landscape maintenance services at MLK MACC's Oasis Clinic, MVCHC and SFHC.

CONCLUSION

When approved, DHS requires three signed copies of the Board's action.

Respectfully submitted,

WILLIAM T FUJIOKA Chief Executive Officer

WTF:SRH SAS:DH:bjs

Attachments (5)

c: County Counsel Director and Chief Medical Officer, Department of Health Services

012908_DHS_Far East

SUMMARY OF AMENDMENTS

TYPE OF SERVICES:

Landscape maintenance services at Martin Luther King, Jr. Multi-service Ambulatory Care Center (MLK MACC) Oasis Clinic, Mid Valley Comprehensive Health Center (MVCHC), and San Fernando Health Center (SFHC).

2. AGENCY ADDRESS AND CONTACT PERSON:

Far East Landscape and Maintenance Company P.O. Box 950351
Mission Hills, California 91395

Attn: Tony J. Moon

Telephone: (800) 887-3227 Fax: (661) 297-6282

3. TERMS:

Amendment No. 1 to Agreement No. 75099 and Amendment No. 1 to Agreement No. 75100 are both effective upon Board approval through September 30, 2009.

4. FINANCIAL INFORMATION:

The incremental cost for Amendment No. 1 to Agreement No. 75099 for landscape and maintenance services at the Oasis Clinic, effective upon Board approval through September 30, 2009, is \$5,550, increasing the yearly allocation from \$169,764 to \$175,314.

The incremental cost for Amendment No. 1 to Agreement No. 75100 for landscape and maintenance services at the MVCHC and SFHC, effective upon Board approval through September 30, 2009, is \$11,470 (consisting of \$7,230 for MVCHC and \$4,240 for SFHC), increasing the yearly allocation from \$75,482 to \$86,952

Funding is included in the Department of Health Services Fiscal Year (FY) 2007-08 Final Budget and will be requested in future fiscal years, as necessary.

GEOGRAPHIC AREAS SERVED:

2nd and 5th Supervisorial Districts.

6. PERSONS ACCOUNTABLE FOR PROGRAM MONITORING:

The Chief Executive Officer or his designee, at MLK MACC will be responsible for the day-to-day contract administration. Contract monitoring will be performed by the Contract Monitoring Division.

APPROVALS:

MLK MACC: Antionette Smith Epps, CEO

MVCHC and SFHC: Gretchen McGinley, Interim CEO

Contracts & Grants: Cara O'Neill, Chief

County Counsel: Maya Lee, Deputy County Counsel

Landscape Maintenance Service MLK-MACC Proposition A Contracting

Comparison of Estimated Avoidable Costs To The Cost of Contracting

County Costs:		
Salaries Employee Benefits Total Personnel Costs	\$32,740.32 9,298.25 \$42,038.57	
Services & Supplies Other Total Direct	\$ 1,400.00 0.00 \$ 1,400.00	
Total Overhead Avoidable Overhead Total Indirect Costs	\$ 0.00 0.00 \$ 0.00	
Total Avoidable County Costs	\$43,438.57	\$43,438.57
Contract Costs:		
Contract Costs Other Total Direct	\$ 5,550.00 \$ 5,550.00	
Employee Retraining Other (Specify) Total Indirect	\$ 0.00 0.00 \$ 0.00	
Total Contract Costs	\$ 5,550.00	\$ 5,550.00
Estimated Annual Savings From Contracting		\$37,888.57

MID-VALLEY AND SAN FERNANDO HEALTH CENTERS LANDSCAPE MAINTENANCE SERVICES COST ANALYSIS COUNTY VS. CONTRACTOR COSTS by Category

Costs by Category	 ounty :	Co	ntractor	Dil	ference	Remarks
STAFFING (labor hours):						
Grounds Maintenance Worker II	2,088		360		1,728	
Grounds Worker Supv.	2,088		96		1,992	
Laborer	0.00		360		(360.00)	
TOTAL STAFFING	4,176		816		3,360	(A)
S&EB:						
Salaries	\$ 77,112	\$	10,501	\$	66,611	(B)
Employee Benefits 28.02%	21,607				21,607	(C)
TOTAL S&EB	\$ 98,719	\$	10,501	\$	88,218	
EQUIPMENT AND S&S:						
(1) 1/2 ton truck annualized 5 years	\$ 4,000	\$	-	\$	4,000	(D)
Equipment (hand tools and power tools)	2,280				2,280	(E)
Seasonal/Periodical	-		600			
Supplies/Materials/Insurance			3,820		(3,820)	
Supply Shed and Safety Equipment	1,623				1,623	(F)
TOTAL EQUIPMENT AND S&S	\$ 7,903	\$	4,420	\$	4,083	
INDIRECT COSTS	\$ -	\$	763	\$	(763)	(G)
TOTAL COSTS	\$ 106,622	\$	15,675	\$	91,538	
CONTRACTOR PROFIT	\$ 2	\$	1,005	\$	(1,005)	
TOTAL COUNTY VS. CONTRACT COSTS	\$ 106,622	\$	16,680	\$	90,533	(H)

See footnote explanations on next page.

MID-VALLEY AND SAN FERNANDO VALLEY HEALTH CENTERS LANDSCAPE MAINTENANCE SERVICES COST ANALYSIS COUNTY VS. CONTRACTOR COSTS by Category

Costs by Category	, c	ounty	Co	ntractor	Dij	ference	Remarks
STAFFING (full-time equivalents):							
Grounds Maintenance Worker I		1.00		1.00		_	
Grounds Maintenance Worker Supv.		1.00		1.00			
Laborer		-		1.00		(1.00)	
TOTAL STAFFING		2.00		3.00		(1.00)	(A)
S&EB:							
Salaries	\$	77,112	\$	10,501	\$	66,611	(B)
Employee Benefits 28.02%		21,607		-		21,607	(C)
TOTAL S&EB	\$	98,719	\$	10,501	\$	88,218	
EQUIPMENT AND S&S:					\$	-	
(1) 1/2 ton truck annualized 5 years	\$	4,000	\$	-	\$	4,000	(D)
Equipment (hand tools and power tools)		2,280				2,280	(E)
Seasonal/Periodical	1			600			0.8
Supplies/Materials/Insurance				3,820	1	(3,820)	
Supply Shed and Safety Equipment		1,623				1,623	(F)
TOTAL EQUIPMENT AND S&S	\$	7,903	\$	4,420	\$	4,083	
INDIRECT COSTS	\$		\$	763	\$	(763)	(G)
					\$		
TOTAL COSTS	\$	106,622	\$	15,684	\$	91,538	
CONTRACTOR PROFIT	\$	-	\$	996	\$	(996)	
TOTAL COUNTY VS. CONTRACT COSTS	\$	106,622	\$	16,680	\$	90,542	(H)

See footnote explanations on next page.

MID-VALLEY & SAN FERNANDO VALLEY HEALTH CENTERS LANDSCAPE MAINTENANCE SERVICES

ESTIMATED COUNTY SALARY COSTS

Position	ltem Number	Budgeted Positions	Months	Salary Rate ⁽ⁱ⁾	Annual Salary
Grounds Maintenance Worker I	0352A	1.00	12	2,728.36	32,740
Grounds Maintenance Worker Supv.	0361A	1.00	12	3,760.82	45,130
TOTAL STAFFING AND SALARIES	-	2.00		ā	\$ 77,870
Less: Salary Variance (2)	0.973%				\$ (758)
TOTAL NET SALARIES					\$ 77,112

⁽¹⁾ Salary rates show monthly salaries for November 2007.

⁽²⁾ Per Auditor-Controller, this represents Department's FY 07-08 fifth step variance factor.

MID-VALLEY AND SAN FERNANDO HEALTH CENTERS LANDSCAPE MAINTENANCE SERVICES COST ANALYSIS

FOOTNOTE EXPLANATIONS

- (A) County full time equivalent employees calculated based on contractors estimate of labor hours necessary to complete contract requirements (4,176) divided by the County's FY 07-08 productive work hours of 1,770 obtained from the Auditor-Controller, Accounting. Based on our analysis, it appears that DHS's estimate of staffing requirements appear reasonable.
- (B) County salaries calculated using the fifth step salary in effect throughout the first year of the contract (including approved salary increases) multiplied by the full time equivalent positions less the fifth step variance provided by A/C.
- (C) Avoidable employee benefits (28.02%) calculated based on the Employee Benefits Rate provided by A/C, less the portion related to Retirement Debt Service.
- (D) The Department estimates the use of one 1/2-ton pick-up truck. The truck will only be used at Mid-Valley and San Fernando Health Centers. The equipment, services and supplies will only be used at Mid-Valley and San Fernando Health Centers.. In addition, both the current and the proposed contractor included the use of a similar truck to complete the contract. The Department estimates the purchase price of the 1/2-ton truck to be \$20,000 with a useful life of 5 years. The estimated vehicle usage cost for the 1/2-ton pick-up truck to be 10 miles per week for 52 weeks at \$.6433 per mile.
- (E) Equipment (hand tools and power tools) costs include various power and hand tools depreciated over five years. Total cost includes four of each: power edger, power blower, power weed whip, power hedge trimmer, chain saws, rakes, round/square point shovels, 9" hedge shears, 24" push brooms, and pruners. We compared Health Services costs with DHS's cost and to the costs of similar equipment sold at various internet retailers and found no material difference.
- (F) The Equipment and supply shed has a total cost of \$5,000. The facility has no secure storage for the landscape equipment. Safety equipment is OSHA and EPA compliant. Costs include a security gate \$2,000, 2 fire extinguishers \$89.10, eye wash and shower safety station \$696 and a portable emergency eyewash station \$330.85. Three bids were obtained using the internet and the the cost was averaged. The cost is annualized over 5 years (\$1623.19 per year). It appears that the use of this equipment is reasonable.
- (G) No indirect costs are applied at this time.
- (H) Total County costs: \$106,622.00

LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 1

RECITALS

WHEREAS, reference is made to that certain document entitled "LANDSCAPE MAINTENANCE SERVICES AGREEMENT" dated September 28, 2004, and further identified as County Agreement No. 75099 thereto, (hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for the changes set forth herein; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to add Martin
Luther King Jr. Multi-service Ambulatory Care Center's (MLK MACC), formerly known as Martin
Luther King, Jr.- Drew Medical Center, OASIS Clinic located at 1807 120th Street, Los Angeles,
California 90059 as a new service site for the provision of contract landscape maintenance
services and update standard required provisions; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

- 1. This Amendment shall be effective upon its approval by the County's Board of Supervisors.
- 2. Paragraph 2.0, "CONTRACT SUM", of Agreement, shall be replaced with the following:

"2.0 CONTRACT SUM

The yearly maximum obligation of County, for the period of October 1, 2004 through January 28, 2008, for Contractor's landscape maintenance services provided at Martin Luther King, Jr. Multi-service Ambulatory Care Center (MLK MACC) shall not exceed One Hundred Sixty-Nine Thousand, Seven Hundred Sixty-Four Dollars (\$169,764).

The yearly maximum obligation of County, for the period of January 29, 2008 through September 30, 2009, for Contractor's landscape maintenance services provided at MLK MACC and the Oasis Clinic shall not exceed One Hundred Seventy-Five Thousand, Three Hundred Fourteen Dollars (\$175,314)."

3. Paragraph 16.0, SERVICE DELIVERY SITES, shall be added to Agreement as follows:

"16.0 SERVICE DELIVERY SITES

- 16.01 Landscape maintenance services shall be provided at MLK MACC, located at 12021 South Wilmington Avenue, Los Angeles, California 90059.
- 16.02 In addition, effective <u>upon date of Board approval</u>, Landscape maintenance services shall be provided at the Oasis Clinic,

located (adjacent to MLK MACC) at 1807 120th Street, Los Angeles, California 90059.

The following Exhibits shall apply to services provided at the Oasis Clinic: Exhibit B-2 (Budget Sheet for Landscape Maintenance Services, Oasis Clinic), Exhibit C-4 (Seasonal/Periodic Landscape Maintenance Services and Other Work, Oasis Clinic), Exhibit C-5 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term, Oasis Clinic), Exhibit C-6 (Model Contractor's Staffing Plan, Oasis Clinic), Exhibit M-2, (Equipment List, Oasis Clinic), and Exhibit N-2 (Facility Map, Oasis Clinic)."

4. Paragraph 8.1, ASSIGNMENT AND DELEGATION, of Agreement shall be replaced with "ASSIGNMENT BY CONTRACTOR", as follows:

"8.1 ASSIGNMENT BY CONTRACTOR

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."
- 5. Paragraph 8.16, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, of Agreement, shall be replaced with the following:
 - "8.16 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT
 - 8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

8.16.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

8.16.3 Non-responsible Contractor

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business

integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.16.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt

the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed

reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

8.16.5 Subcontractors of Contractor

These terms shall also apply to any subcontractors of County Contractors."

- 6. Paragraph 8.60, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Agreement as follows:
 - "8.60 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER
 COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of

its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement."

- 7. Effective upon date of Board approval, Exhibit B-2 (Budget Sheet for Landscape Maintenance Services at MLK MACC, Oasis Clinic), Exhibit C-4 (Seasonal/Periodic Landscape Maintenance Services and Other Work, Oasis Clinic), Exhibit C-5 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term, Oasis), Exhibit C-6 (Model Contractor's Staffing Plan, Oasis), Exhibit M-2, (Equipment List, Oasis), and Exhibit N-2 (Facility Map, Oasis), all attached hereto and incorporated herein by reference, shall be added to Agreement.
- 8. Effective <u>upon date of Board approval</u>, any references to Exhibits B, C-1, C-2, C-3, M, and N, within the Agreement shall be inclusive of Exhibits B-2, C-4, C-5, C-6, M-2, and N-2.
- 10. Except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.

ATTEST:

Executive Officer of the Board of Supervisors of the County of Los Angeles

APPROVED AS TO FORM

BY THE OFFICE OF COUNTY COUNSEL

By Mayabel

Deputy

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

Cara O'Neill, Chief Contracts and Grants Division 75099-1_lvb COUNTY OF LOS ANGELES

Chair, Board of Supervisors

FAR-EAST LANDSCAPE AND

MAINTENANCE COMPANY

Contractor

Title OWNER

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

> SACHI A. HAMAI Executive Officer

Clerk of the Board of Supervisors

Deni

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS BANGELES

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SACHI A. HAMAI EXECUTIVE OFFICER

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EXHIBITS

A STATEMENT OF WORK

A Statement of Work

B PRICING SCHEDULE

- B-1 Budget Sheet for Landscape Maintenance Services, Martin Luther King, Jr. Multi-service Ambulatory Care Center (MLK MACC)
- B-2 Budget Sheet for Landscape Maintenance Services, Oasis

C CONTRACTOR'S SCHEDULE

- C-1 Seasonal/Periodic Landscape Maintenance Services and Other Work, MLK MACC
- C-2 Routine Landscape Maintenance Services Staffing Pattern for Contract Term, MLK MACC
- C-3 Model Contractor's Staffing Plan, MLK MACC
- C-4 Seasonal/Periodic Landscape Maintenance Services and Other Work, Oasis
- C-5 Routine Landscape Maintenance Services Staffing Pattern for Contract Term, Oasis
- C-6 Model Contractor's Staffing Plan, Oasis
- **D** CONTRACTOR'S EEO CERTIFICATION
- **E COUNTY'S ADMINISTRATION**
- F CONTRACTOR'S ADMINISTRATION
- **G JURY SERVICE ORDINANCE**
 - G-1 Application for Exemption and Certification Form
- H SAFELY SURRENDERED BABY LAW

PROP A LIVING WAGE PROGRAM

- I LIVING WAGE ORDINANCE
 - I-1 Living Wage Program Debarment Acknowledge and Settlement of Compliance
 - I-2 Contractor Living Wage Declaration
 - I-3 Application for Exemption
 - I-4 Payroll Statement of Compliance
 - I-5 Monthly Certification for Applicable Health Benefit Payments

J CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

J-1 Principal Owner Information Form

K ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

L FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT

M EQUIPMENT LIST

- M-1 Equipment List, MLK MACC
- M-2 Equipment List, Oasis

N FACILITY MAP

- N-1 Facility Map, MLK MACC
- N-2 Facility Map, Oasis

O EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

P DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR ORDINANCE

BUDGET FOR LANDSCAPE MAINTENANCE SERVICES AT: MLK MACC, Oasis Clinic (Identify Facility Here)

Payroll:	ch staff classifica FTE*	Hourly Rate	Monthly Salary
Laborer	0.10	\$8.50	\$153.00
Foman	0.06	\$10.00	\$50.00
Supervisor			\$50.00
*FTE = Full Time Equiva	alent Positions	Total Salaries and Wages	\$203.00
Employee Benefits		No. of Employees	 Monthly Cost per F
Medical Insurance			
Dental Insurance			Water and the second second
Life Insurance			1 16
Other (list)		g g y	
		Total Benefits	\$0.00
Monthly Payroll Taxes (Li		e.g., FICA, SUI, Worker's Compensation, etc.)	
	s Compensation		\$30.82
	2 Compensation	W	\$48.36
00 0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		Total Payroll Taxes	\$79.18
Insurance (List Type/Cov		ole Contract Section 8.24 Insurance Coverage R	equirements)
Automobile Insurance			\$15.00
Liability Insurance			\$8.00
Vehicles			\$16.00
Supplies			\$9.00
Services			\$10.00
Office Equipment			Ψ10.00
New			
Lease			
Telephone/Utilities			\$5.00
Other (please continue	e to list)		\$5.00
		Total Insurance/Misc S&S	\$63.00
		TOTAL DIRECT COSTS	\$345.18
INDIRECT COST (List all			
General Accounting / E			25.00
Management Overhead	d (Specify)	ž	18.32
Gross Profit/Fee			49.00
		TOTAL INDIRECT COSTS	\$92.32
TOTAL DIRECT AND IND	IRECT COST (A	nnual Fixed Reimbursement Amount (AFRA)	\$5,250.00
TOTAL MONTHLY COST	(AFRA divided by	y 12)	\$437.50
TOTAL MAXIMUM SEAS	ONAL/PERIODIC	OTHER LANDSCAPE	
MAINTENANCE SERVICE		EN LANDOUAF L	¢200.00
			\$300.00
TOTAL MAXIMUM CONT	DACT COCT DE	3 VEAD	\$5,550.00

DEPARTMENT OF HEALTH SERVICES

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES AND OTHER WORK

FACILITY: Martin Luther King, Jr. Multi-service Ambulatory Care Center,

OASIS Clinic

RIODIC LANDS	CAPING MAINTE	NANCE SERVICES	,		
Frequency	Staff Hours Per Frequency	Maximum Total Frequency Cost Per Contract Year	Maximum Total Cost Per Contract Year		
1	3	\$50	\$50		
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
1	2	\$100	\$100		
N/A	N/A	N/A	N/A		
N/A	N/A	N/A	N/A		
1	1	\$100	\$100		
1	1	\$50	\$50		
	-	TOTAL	\$300		
		HOURLY RATE (INCLUDES PROFIT AN	D OVERHEAD)		
r		\$36.00			
	Frequency 1 N/A N/A 1 N/A N/A 1 1	Frequency Staff Hours Per Frequency 1 3 N/A N/A N/A N/A 1 2 N/A N/A N/A N/A N/A 1 1 1 1 1 1	Frequency		

FACILITY: Martin Luther King, Jr. Multi-service Ambulatory Care Center, OASIS Clinic

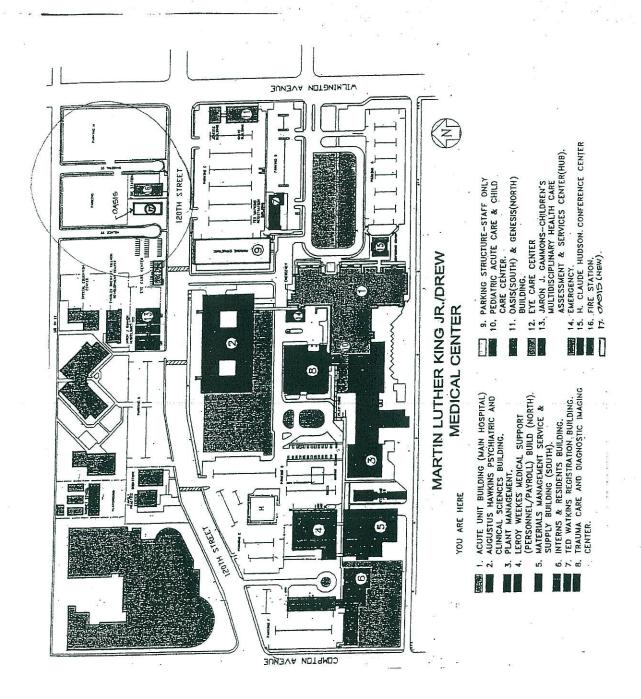
ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATERN FOR CONTRACT PERIOD OF Board Approval Date THROUGH SEPTEMBER 30, 2009
(HOURS PER CALENDAR MONTH)

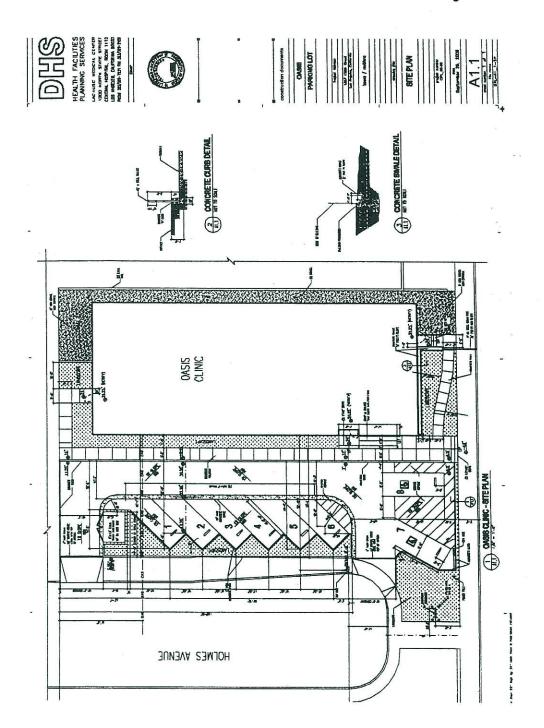
Total Hours	Per Month	2 6	0 4	01	10	10	10	2 5	7	2	100	2 5	10
Irrigation Operation &	Maintenance	0.0	2.0	0.0	0.0	0.5	0.5	7.0	2.0	20.0	0.0	0.5	0.5
Pruning/	0		-	-	_	_		-	-	-	-	-	
R S S S S S	S C	10	10	1 0	7	7	2	2	10	2	2	2	2
Interior													
Weed	4	4	4	4	-	4	4	4	4	4	4	4	4
Litter	2.5	2.5	2.5	2.5	i	C.2	2.5	2.5	2.5	2.5	2.5	2.5	2.5
Edging													
Mowing													
	JAN.	FEB.	MAR.	APR.	MAY		JON.	JUL.	AUG.	SEP.	OCT.	NOV.	DEC.

10		110
Total Hours of Non-Supervisory Employees Per Calendar Year	Total Hours of Supervisory Employees Per Calendar Year	Total Hours Per Calendar Year

EQUIPMENT LIST

QUANTITY	TYPE	MAKE	SIZE	FUNCTION
2	Back Pack Blower	Greko		Sweep dirt and leaves.
2	Trimmers	Tamaka		Trimming Hedges.
3.	Hand Pruners			- 1
3	Rakes			
	Various hand tools			
	1			3
9 6				
%				о в
			-	
,				7
		174.10-3-44204		
			£	
2				
		*		
10.00				





LANDSCAPE MAINTENANCE SERVICES AGREEMENT

AMENDMENT NO. 1

of JANUARY, 2008,
by and between

COUNTY OF LOS ANGELES (hereafter "County"),

and

FAR-EAST LANDSCAPE AND MAINTENANCE COMPANY (hereafter "Contractor")

RECITALS

WHEREAS, reference is made to that certain document entitled "LANDSCAPE MAINTENANCE SERVICES AGREEMENT" dated September 28, 2004, and further identified as County Agreement No. 75100 thereto, (hereafter referred to as "Agreement"); and

WHEREAS, the parties wish to amend the Agreement to provide for the changes set forth herein; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to add: 1) Mid Valley Comprehensive Health Center (MVCHC) located at 7515 Van Nuys Boulevard, Van Nuys, California 91405, inclusive of the adjacent drive way and parking lot of the County owned building located at 7501 Van Nuys Boulevard, Van Nuys, California 91405; and 2) San Fernando Health Center (SFHC), located at 1212 Pico Street, San Fernando, California 91340, as new service sites for the provision of contract landscape maintenance services and update standard required provisions; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by both parties; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

- This Amendment shall be effective upon its approval by the County's Board of Supervisors.
- 2. Paragraph 2.0, "CONTRACT SUM", of Agreement, shall be replaced with the following:

"2.0 CONTRACT SUM

The yearly maximum obligation of County, for the period of October 1, 2004 through January 28, 2008, for Contractor's landscape maintenance services provided at Olive View-UCLA Medical Center (OVMC) shall not exceed Seventy-Five Thousand, Four Hundred Eight-Two Dollars (\$75,482).

The yearly maximum obligation of County, for the period of January 29, 2008 through September 30, 2009, for Contractor's landscape maintenance services provided at OVMC, MVCHC and the SFHC shall not exceed Eighty-Six Thousand, Nine Hundred Fifty-Two Dollars (\$86,952)."

3. Paragraph 16.0, SERVICE DELIVERY SITES, shall be added to Exhibit A as follows:

"16.0 SERVICE DELIVERY SITES

- 16.01 Landscape maintenance services shall be provided at OVMC, located at 14445 Olive View Drive, Sylmar, California 91343.
- 16.02 Effective upon date of Board approval, Landscape maintenance services shall be provided at the MVCHC, located at 7515 Van Nuys Boulevard, Van Nuys, California 91405, inclusive of the

adjacent drive way and parking lot of the County owned building located at 7501 Van Nuys Boulevard, Van Nuys, California 91405.

16.03 Effective upon date of Board approval, Landscape maintenance services shall be provided at the SFHC Center, located at 1212 Pico Street, San Fernando, California 91340.

The following Exhibits shall apply to services provided at the MVCHC: Exhibit B-2 (Budget Sheet for Landscape Maintenance Services, Mid Valley Comprehensive Health Center), Exhibit C-4 (Seasonal/Periodic Landscape Maintenance Services and Other Work, Mid Valley Comprehensive Health Center), Exhibit C-5 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term, Mid Valley Comprehensive Health Center), Exhibit C-6 (Model Contractor's Staffing Plan, Mid Valley Comprehensive Health Center), Exhibit M-2, (Equipment List, Mid Valley Comprehensive Health Center), and Exhibit N-2 (Facility Map, Mid Valley Comprehensive Health Center)."

The following Exhibits shall apply to services provided at the SFHC: Exhibit B-3 (Budget Sheet for Landscape Maintenance Services, San Fernando Health Center), Exhibit C-7 (Seasonal/Periodic Landscape Maintenance Services and Other Work, San Fernando Health Center), Exhibit C-8 (Routine Landscape Maintenance Services Staffing Pattern for Contract Term, San Fernando Health Center), Exhibit C-9 (Model Contractor's Staffing Plan, San

Fernando Health Center, Exhibit M-3, (Equipment List, San Fernando Health Center), and Exhibit N-3 (Facility Map, San Fernando Health Center)."

4. Paragraph 8.1, ASSIGNMENT AND DELEGATION, of Agreement shall be replaced with "ASSIGNMENT BY CONTRACTOR", as follows:

"8.1 ASSIGNMENT BY CONTRACTOR

- 8.1.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable

provisions of this Agreement.

- 8.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor."
- 5. Paragraph 8.16, CONTRACTOR'S RESPONSIBILITY AND DEBARMENT, of Agreement, shall be replaced with the following:

"8.16 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

8.16.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from

bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts

Contractor may have with County.

8.16.3 Non-responsible Contractor

County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same,(3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

8.16.4 Contractor Hearing Board

If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where

evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment

was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board

8.16.5 Subcontractors of Contractor

These terms shall also apply to any subcontractors of County Contractors."

- 6. Paragraph 8.60, CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76), shall be added to the Agreement as follows:
 - "8.60 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
 INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER
 COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended. debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach

of this Agreement upon which County may immediately terminate or suspend this Agreement."

- 7. Effective <u>upon date of Board approval</u>, Exhibit B-2, Exhibit B-3, Exhibit C-4, Exhibit C-5, Exhibit C-6, Exhibit C-7, Exhibit C-8, Exhibit C-9, Exhibit M-2, Exhibit M-3, Exhibit N-2, and Exhibit N-3, all attached hereto and incorporated herein by reference, shall be added to Agreement.
- 8. Effective <u>upon date of Board approval</u>, any references to Exhibits B, C-1, C-2, C-3, M, and N, within the Agreement shall be inclusive of Exhibits B-2, B-3, C-4, C-5, C-6, C-7, C-8, C-9, M-2, M-3, N-2 and N-3.
- 10. Except for the changes set forth above, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Chair and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

ATTEST:

Executive Officer of the Board of Supervisors

of the County of Los Angeles

Deputy

APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

Department of Health Services

Cara O'Neill, Chief Contracts and Grants Division

75100-1 lvb

- 11 -

COUNTY OF LOS ANGELES

Board of Supervisors

FAR-EAST LANDSCAPE AND MAINTENANCE COMPANY

Contractor

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHIA, HAMAI **Executive Officer**

Clerk of the Board of Supervisors

BOARD OF SUPERVISORS

JAN 2 9 2008

EXECUTIVE OFFICER

TABLE OF CONTENTS OF EXHIBITS

EXHIBITS

A STATEMENT OF WORK

A-1 Statement of Work

B PRICING SCHEDULE

- B-1 Budget Sheet for Landscape Maintenance Services, Olive View-UCLA Medical Center (OVMC)
- B-2 Budget Sheet for Landscape Maintenance Services, Mid Valley Comprehensive Health Center (MVCHC)
- B-3 Budget Sheet for Landscape Maintenance Services, San Fernando Health Center (SFHC)

C CONTRACTOR'S SCHEDULE

- C-1 Seasonal/Periodic Landscape Maintenance Services and Other Work, OVMC
- C-2 Routine Landscape Maintenance Services Staffing Pattern for Contract Term, OVMC
- C-3 Model Contractor's Staffing Plan, OVMC
- C-4 Seasonal/Periodic Landscape Maintenance Services and Other Work, MVCHC
- C-5 Routine Landscape Maintenance Services Staffing Pattern for Contract Term, MVCHC
- C-6 Model Contractor's Staffing Plan, MVCHC
- C-7 Seasonal/Periodic Landscape Maintenance Services and Other Work, SFHC
- C-8 Routine Landscape Maintenance Services Staffing Pattern for Contract Term, SFHC
- C-9 Model Contractor's Staffing Plan, SFHC

D CONTRACTOR'S EEO CERTIFICATION

- **E COUNTY'S ADMINISTRATION**
- F CONTRACTOR'S ADMINISTRATION
- **G JURY SERVICE ORDINANCE**
 - G-1 Application for Exemption and Certification Form
- H SAFELY SURRENDERED BABY LAW

PROP A LIVING WAGE PROGRAM

I LIVING WAGE ORDINANCE

- I-1 Living Wage Program Debarment Acknowledge and Settlement of Compliance
- I-2 Contractor Living Wage Declaration
- I-3 Application for Exemption
- I-4 Payroll Statement of Compliance
- I-5 Monthly Certification for Applicable Health Benefit Payments

J CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

J-1 Principal Owner Information Form

K ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

L FEDERALLY FUNDED HEALTH CARE PROGRAM AFFIDAVIT

M EQUIPMENT LIST

- M-1 Equipment List, OVMC
- M-2 Equipment List, MVCHC
- M-3 Equipment List, SFHC

N FACILITY MAP

- N-1 Facility Map, OVMC
- N-2 Facility Map, MVCHC
- N-3 Facility Map, SFHC

O EMPLOYEE'S ACKNOWLEDGMENT OF EMPLOYER

P DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR ORDINANCE

BUDGET FOR LANDSCAPE MAINTENANCE SERVICES

AT: <u>Mid Valley Comprehensive Health Center</u> (7515 and 7501 Van Nuys Boulevard, Van Nuys, California 91405)

I.	DIRECT COST (List each	staff classifica	ation)				
	Payroll:	FTE*	Hourly Rate	e Mo	nthly Sala	ary	
	Laborer	12	\$ 8.50	\$_	102.00	-5% -5	
	Forman	9	\$ 11.00	\$	99.00		
	Supervisor	2	\$ <u>16.00</u>	\$_	32.00		
*F	E = Full Time Equivalent I			ies and Wages		33.00	
	Employee Benefits			Monthly Co			
	Medical Insurance			\$_			
	Dental Insurance			\$_			
	Life Insurance	-		\$_			
	Other (list)			\$_			
			Tot	al Benefits	\$	0	
	Monthly Payroll Taxes (List	all appropriat	e, e.g., FICA, S	UI, Worker's Co	mpensatio	on, etc	.)
	Fica	8 8 8	(25)	. \$_	49.80		
	Sui & Workers	Compensation	on	\$	53.95		
			Tot	al Payroll Taxe	s \$	103.75	i
	Insurance (List Type/Coverage. Automobile Insurance Liability Insurance Vehicles Supplies Services Office Equipment New Lease Telephone/Utilities Other (please continue		Total Insur	\$_ \$_ \$_ \$_ \$_ \$_ \$_ ance/Misc. S&\$	18.00 9.00 36.00 45.00 35.00 25.00 6.00		
			TOTAL DIR	RECT COSTS		\$	510.75
II.	INDIRECT COST (List all a			528			
	General Accounting/Bo			\$	40.00	_	
	Management Overhead	(Specify)		\$	10.25		
	Gross Profit/Fee			\$_	39.00	_	
			TOTAL IND	IRECT COSTS		\$	89.25
то	TAL DIRECT AND INDIREC	T COST (Anr	nual Fixed Reim	bursement Amo	unt (AFR	A) \$ _	7200.00
то	TAL MONTHLY COST (AF	RA divided by	/ 12)			\$_	600.00
III. IV.	TOTAL MAXIMUM SEASO MAINTENANCE SERVICE TOTAL MAXIMUM CONTR	S COST		NDSCAPE		\$_ \$_	30 .00 7,230.00

DEPARTMENT OF HEALTH SERVICES

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES AND OTHER WORK

FACILITY: Mid Valley Comprehensive Health Center

7515 Van Nuys Boulevard Van Nuys, California 91405

TASKS	Frequency	Staff Hours Per Frequency	Maximum Total Frequency Cost Per Contract Year	Maximum Total Cost Per Contract Year
Cultivation	1	1	\$5	\$5
Renovation – Turf	N/A	N/A	N/A	N/A
Truf-Reseeding	N/A	N/A	N/A	N/A
Shrub/Tree Care/Pruning	1	2	\$10	\$10
Vertical Mowing	N/A	N/A	N/A	N/A
Fertilization	N/A	N/A	N/A	N/A
Disease/Insect Control	1	1	\$10	\$10
Rodent Control	1	1	\$5	\$5
	8		TOTAL	\$30

II. OTHER WORK: 7501 Van Nuys Boulevard, Van Nuys, California (Adjacent drive way and parking lot)

Keep surrounding areas weed free and free of debris. Remove all weeds, dried brushes and use appropriate weed killer spray to prevent

reoccurrence.

CLASSIFICATION	HOURLY RATE (INCLUDES PROFIT AND OVERHEAD)
Pest Control Operator	\$36.00
Irrigation Specialist	\$26.00
Landscape Maintenance Laborer	\$17.00

FACILITY: Mid Valley Comprehensive Health Center (7515 and 7501 Van Nuys Boulevard, Van Nuys, California 91405)

ROUTINE LANDSCAPE MAINTENANCE SERVICES STAFFING PATERN FOR CONTRACT PERIOD OF Board Approval Date THROUGH SEPTEMBER 30, 2009 (HOURS PER CALENDAR MONTH)

Total Hours	Month	1											
Tota	Per	21	21	21	7	21	21	21	21	21	21	21	21
Irrigation Operation &	Maintenance	1	_	-	-	1	-	_	1	_	_	_	1
Pruning/	Trimming	2	2	2	2	2	2	2	2	2	2	2	2
:	Raking	8	8	8	8	8	8	8	8	8	8	80	8
Interior	Plants												
Weed	Control	8	8	8	8	8	8	8	8	8	8	8	8
Litter	Control	2	2	2	2	2	2	2	2	2	2	2	2
]	Edging												
	Mowing												
		JAN.	FEB.	MAR.	APR.	MAY	JUN.	JUL.	ANG.	SEP.	OCT.	NOV.	DEC.

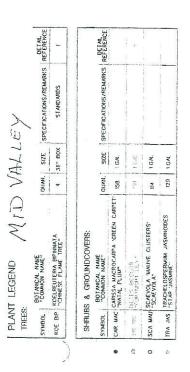
	252	24		276	
Total Hours of Non-Supervisory	Employees Per Calendar Year	Total Hours of Supervisory	Employees Per Calendar Year	Total Hours Per Calendar Year	a a

				MODE	MODEL CONTRACTOR STAFFING PLAN	RACTO	R STAFI	ING PL	AN					
COMPANY NAME	Far-Eas	t Landsca	ping and I	Far-East Landscaping and Maintenance Company	e Compa	ny								
COMPANY ADDRESS	P.O. Bo	x 950351,	Mission F	P.O. Box 950351, Mission Hills, CA 91395	395									
PROJECT	Landsca	Landscape Maintenance	nance											
FACILITY	Mid Vall	ey Compr	ehensive	Mid Valley Comprehensive Health Center, 7515 and 7501 Van Nuys Boulevard, Van Nuys, California 91405	ter, 7515	and 7501	Van Nuy	s Boulev	ard, Van I	Nuys, Ca	lifornia 91	405		
POSITION TITLE	ROVER(S)	WORK	HOURS WORKED PER DAY	FULL-TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON	TUES HOURS	WEDS	THURS	FRI HOURS	SAT	SUN HOURS	NON-CNTY TOTAL HOURS
Foreman	~	1 days	4.5	Full	\$8.50	No				3				37
Labor	~	1 days	4.5	Full	\$11.00	, o				2.25				37.75
Supervisor	7	1 days	1	Full	\$16.0	No				0.5				39.5
										K.				
										0				
										¥0.80			æ	
2							25 E							

EQUIPMENT LIST MID VALLEY COMPREHENSIVE HEALTH CENTER (7515 and 7501 Van Nuys Boulevard, Van Nuys, California 91405)

QUANTITY	TYPE	MAKE	SIZE	FUNCTION
2	Back Pack Blower	Echo		Sweep dirt and leaves.
2	Trimmers	Echo		Trimming Hedges.
3	Hand Pruners			
3	Rakes			
	Various hand tools			a
2	Weed Eater	Tanaka		
2				

EXHIBIT N-2 Page 1 of 2

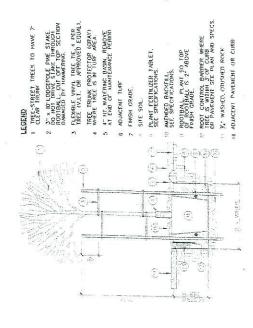


NOTES

1. QUANTITIES ARE INCLUDED FOR CONVENIENCE ONLY, CONTRACTOR SHALL WRIFY ALL DONNTHES AND IS RESPONSIBLE FOR INSTALING ALL PLANIS SHOWN ON THE PLAN.

POOT BARREER SHALL BE INSTALLED AROUND ALL TREES THAT ARE LOCATED WITHIN THREE C.S. TEET OF A CURB OR PAYING SURFACE. BISTALL BARK MILCH IN ALL PLAYING AREAS WHERE EXPOSED CROUND OCCURS BETWEEN PLANTS.

KEEP PLANT MATERIAL CLEAR OF SIGNAGE LIGHT, AS SHOWN



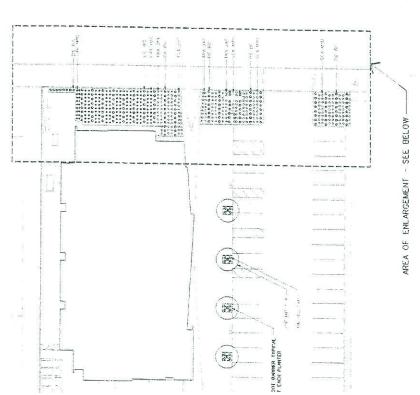


EXHIBIT N-2 Page 2 of 2

SYMBOL D	EQUIPMENT LEGEND SYMBOL DESCRIPTION	MANUF ACTURER & PART *	REFERENCE
b	POINT OF CONNECTION	SEE PLUMBING DRAWINGS.	
R ASS	BACKFLOW PREVENTION ASSEMBLY W/ PRESSURE RECULATOR/STRANER	F. FEBCO 825Y REDUCED PRESSURE BACKFLOW UNIT W/	0ETAL8 /L2.2
¥	ISOLATION VALVE (LINE SIZE)-	NIBCO CHEMTROL PVC TRUE UNION BALL VALVE	DETAIL 5/L2.2
88	PENOTE CONTROL VALVE & VALVE BOX W/ LOCKADLE HNICED COVER	GRISWOLD 2000 SERIES SIZE PER PLAN	DETAL 471.2.2
ĕ	OUICK COUPLER VALVE WITH VALVE BOX	RAMBIRD 330RC WITH 330K AND SH-0	DETAIL 771.2.2
MA	MAINLINE	SCHEDULE 40 PVC SIZE PER PLAN	DETAIL IVL2.2
5	LATERAL LINE	SCHEDULE 40	DETAIL VL2.2
711 SEE	SLEEVE UNDER PAVEMENT	SCH 80 PVC SIZE & TWICE THE LINE SIZE	DETAIL 1/1,2.2
<u>ل</u> ان	6 STATION CONTROLLER INTERIOR WALL MOUNT	RANBIRD ESP-6LX., 6 STATION CONTROLLER, OR EGINE	DETAIL 2712.2

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1. IRRIGATION PLAN IS DIAGRAMMATIC, ALL PIPING, VALVES AND HEADS ARE TO BE LOCATED IN PLANTING AREAS WHEREVER POSSIBLE

2. SEE PLUMBING PLAN FOR EXACT LOCATION OF BACKFLOW PREVENTER 3. WHEN THE RADIUS OF ANY SPRINKLER HEAD REQUIRES DOWNWARD ADJUSTMENT TO BETTER SUIT ACTUAL CONDITIONS, THE CONTRACTOR SHALL INSTALL A RANGIND PCS PRESSURE COMPENSATING SPREEN CARE IN THE STATE A RANGING SPREEN

IPRICATION CONTROLLER SHALL BE LOCATED IN TELECOM ROOM ON FIRST CLOOM WINDING LOCATION TO BE COORDINATED WITH ARCHITECT AND COUNTY FILECOM PERSONNEL.

\$ 4,240.00

BUDGET FOR LANDSCAPE MAINTENANCE SERVICES

AT: San Fernando Health Center (Identify Facility Here)

DIRECT COST (List each staff classification) FTE* Payroll: Hourly Rate Monthly Salary Laborer 6____ \$ 8.50 \$ 51.00 Forman \$ 11.00 \$ 55.00 Supervisor _1___ \$ 16.00 \$ 16.00 *FTE = Full Time Equivalent Positions Total Salaries and Wages \$ 122.00 Employee Benefits No. of Employees Monthly Cost per FTE Medical Insurance \$ Dental Insurance Life Insurance Other (list) Total Benefits Monthly Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.) Fica \$ 15.32 Sui & Workers Compensation \$__38.14 Total Payroll Taxes Insurance (List Type/Coverage. See Sample Contract Section 8.24 Insurance Coverage Requirements) Automobile Insurance \$ 16.00 Liability Insurance 4.00 Vehicles 22.00 Supplies 25.00 Services 26.32 Office Equipment 22.00 New Lease Telephone/Utilities 2.00 Other (please continue to list) Total Insurance/Misc. S&S TOTAL DIRECT COSTS \$ 282.46 II. INDIRECT COST (List all appropriate) General Accounting/Bookeeping \$ 25.04 Management Overhead (Specify) \$ 18.32 Gross Profit/Fee 21.18 TOTAL INDIRECT COSTS \$ 67.54 TOTAL DIRECT AND INDIRECT COST (Annual Fixed Reimbursement Amount (AFRA) \$ 4,200.00 TOTAL MONTHLY COST (AFRA divided by 12) 350.00 III. TOTAL MAXIMUM SEASONAL/PERIODIC/OTHER LANDSCAPE MAINTENANCE SERVICES COST \$ 40.00

IV. TOTAL MAXIMUM CONTRACT COST PER YEAR

DEPARTMENT OF HEALTH SERVICES

SEASONAL/PERIODIC LANDSCAPE MAINTENANCE SERVICES AND OTHER WORK

FACILITY: San Fernando Health Center

I. SEASONAL/PER	RIODIC LANDS	CAPING MAINTE	NANCE SERVICES	
TASKS	Frequency	Staff Hours Per Frequency	Maximum Total Frequency Cost Per Contract Year	Maximum Total Cost Per Contract Year
Cultivation	1	1.	\$10	\$10
Renovation – Turf	N/A	N/A	N/A	N/A
Truf-Reseeding	N/A	N/A	N/A	N/A
Shrub/Tree Care/Pruning	1	1	\$10	\$10
Vertical Mowing	N/A	N/A	N/A	N/A
Fertilization	N/A	N/A	N/A	N/A
Disease/Insect Control	1	1	\$10	\$10
Rodent Control	1.	1	\$10	\$10
			TOTAL	\$40
II. OTHER WORK				
CLASSIFICATION			HOURLY RATE (INCLUDES PROFIT ANI	D OVERHEAD)
Pest Control Operato	r		\$36.00	
Irrigation Specialist			\$26.00	
Landscape Maintena	nce Laborer		\$17.00	

FACILITY: San Fernando Health Center

ROUTINE LANDSCAPE MAINTENANCE SERVICES
STAFFING PATERN FOR CONTRACT PERIOD OF Board Approval Date THROUGH SEPTEMBER 30, 2009 (HOURS PER CALENDAR MONTH)

							Irrigation	
		Litter	Weed	Interior		Pruning/	Operation &	Total Hours
Mowing	Edging	Control	Control	Plants	Raking	Trimming	Maintenance	Per Month
JAN.		2	3		4	_	_	11
FEB.		2	3		4	_	-	11
MAR.		2	3		4	_	_	11
APR.		2	3		4	_	-	11
MAY		2	3		4	_	-	11
JUN.		2	3		4	_	_	11
JUL.		2	3		4	_	-	11
AUG.		2	3		4	_	1	11
SEP.		2	3		4	1	1	11
OCT.		2	3		4	_	1	11
NOV.		2	3		4	_	1	11
DEC.		2	3		4	~	_	11

Total Hours of Non-Supervisory Employees Per Calendar Year	132
Total Hours of Supervisory	12
Employees Per Calendar Year	
Total Hours Per Calendar Year	144

				MODI	MODEL CONTRACTOR STAFFING PLAN	RACTO	R STAF	FING PL	AN					
COMPANY NAME	Far-Eas	t Landsca	ping and	Far-East Landscaping and Maintenance Company	се Сотра	ny								
COMPANY ADDRESS	P.O. Box	× 950351,	Mission H	P.O. Box 950351, Mission Hills, CA 91395	395									
PROJECT	Landsca	Landscape Maintenance	enance											
FACILITY	San Fer	San Fernando Health Center	alth Cente	e.										
POSITION TITLE	ROVER(S)	WORK	HOURS WORKED PER DAY	FULL-TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON HOURS	TUES HOURS	WEDS HOURS	THURS HOURS	FRI HOURS	SAT HOURS	SUN HOURS	NON-CNTY TOTAL HOURS
Foreman	1	1 days	3	Full	\$11.00	No	1.25							38.75
Labor	1	1 days	3	Full	\$8.50	No	1.5							38.50
Supervisor	1	1 days	_	Full	\$16.00	No	1				0			39
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EQUIPMENT LIST SAN FERNANDO HEALTH CENTER

TYPE	MAKE	SIZE	FUNCTION
Back Pack Blower	Echo		Sweep dirt and leaves.
Trimmers	Echo		Trimming Hedges.
Hand Pruners			
Rakes			
Various hand tools			
Weed Eater	Tanaka	alik.	
			8
		0 8	
			9
	Back Pack Blower Trimmers Hand Pruners Rakes Various hand tools	Back Pack Blower Echo Trimmers Echo Hand Pruners Rakes Various hand tools	Back Pack Blower Trimmers Echo Hand Pruners Rakes Various hand tools Weed Eater Tanaka

